

## AGENDA BILL APPROVAL FORM

<b>Agenda Subject:</b> Resolution No. 4517		<b>Date:</b> August 28, 2009
<b>Department:</b> Public Works	<b>Attachments:</b> Resolution No. 4517 and Exhibit A – Agreement with King County for Feasibility Study	<b>Budget Impact:</b> \$ 51,500.00
<b>Administrative Recommendation:</b>  City Council adopt Resolution No. 4517.		
<b>Background Summary:</b>  <p>Resolution No. 4517 authorizes the Mayor to execute an interagency agreement with King County Wastewater Treatment Division for the purpose of completing a feasibility study for the relocation of the County sanitary sewer line for the M Street Grade Separation project. Under the agreement, the County will reimburse the City's costs to conduct a study to evaluate the feasibility and risks associated with a shared utility crossing of SR18 and the BNSF railroad tracks for the City's relocated storm sewer and the County's relocated sanitary sewer.</p> <p>The anticipated not to exceed cost of the feasibility study is approximately \$51,500.00 and includes both City staff and Consultant efforts.</p> <p>A Budget Adjustment of \$51,500 is needed to accept the anticipated reimbursement funds from King County.</p> <p style="margin-top: 40px;">W0908-9</p> <p style="margin-top: 10px;">A3.16.9, O4.9.1 C201A</p>		
<b>Reviewed by Council &amp; Committees:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Arts Commission  <input type="checkbox"/> Airport  <input type="checkbox"/> Hearing Examiner  <input type="checkbox"/> Human Services  <input type="checkbox"/> Park Board  <input type="checkbox"/> Planning Comm.         </div> <div> <b>COUNCIL COMMITTEES:</b>  <input checked="" type="checkbox"/> Finance  <input type="checkbox"/> Municipal Serv.  <input type="checkbox"/> Planning &amp; CD  <input checked="" type="checkbox"/> Public Works  <input type="checkbox"/> Other _____         </div> </div>		<b>Reviewed by Departments &amp; Divisions:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Building  <input type="checkbox"/> Cemetery  <input type="checkbox"/> Finance  <input type="checkbox"/> Fire  <input type="checkbox"/> Legal  <input checked="" type="checkbox"/> Public Works         </div> <div> <input type="checkbox"/> M&amp;O  <input type="checkbox"/> Mayor  <input type="checkbox"/> Parks  <input type="checkbox"/> Planning  <input type="checkbox"/> Police  <input type="checkbox"/> Human Resources         </div> </div>
<b>Action:</b> Committee Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No Council Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No      Call for Public Hearing ____/____/____ Referred to _____ Until ____/____/____ Tabled _____ Until ____/____/____		
<b>Councilmember:</b> Wagner		<b>Staff:</b> Dowdy
<b>Meeting Date:</b> September 8, 2009		<b>Item Number:</b> VIII.B.4

**RESOLUTION NO. 4517**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERAGENCY AGREEMENT WITH KING COUNTY FOR THE PURPOSE OF COMPLETING A FEASIBILITY STUDY FOR THE RELOCATION OF A COUNTY SANITARY SEWER LINE FOR THE M STREET GRADE SEPARATION PROJECT NO. C201A

WHEREAS, the City has concluded that the re-grading of M Street SE at SR18 and the BNSF Railroad tracks for the M Street Grade Separation Project, hereinafter referred to as the "Project," is necessary in order to provide an acceptable level of traffic flow and road safety; and

WHEREAS, the City is the lead agency and is responsible for the planning, review, design, permitting, right-of-way acquisition and construction of the Project; and

WHEREAS, the County has an 18-inch sanitary sewer line located in the public right-of-way in the vicinity of the Project; and

WHEREAS, the County is responsible for the relocation of the sanitary sewer line; and

WHEREAS, a study to evaluate alternatives, hereinafter referred to as "Feasibility Study," is necessary for the relocation of the sanitary sewer line; and

WHEREAS, there is a mutual benefit to the City and County in having the City perform the feasibility study; and

WHEREAS, the County is willing to compensate the City for its cost to perform the Feasibility Study.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

**Section 1.** The Mayor is hereby authorized to execute an Interagency Agreement with King County for the purpose of completing a feasibility study for the relocation of a King County Sanitary Sewer line for the M Street Grade Separation Project, in substantial conformity with the agreement attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

**Section 2.** That the Mayor is authorized to implement such other administrative procedures as may be necessary to carry out the directives of this legislation.

**Section 3.** That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF AUBURN

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PETER B. LEWIS  
MAYOR

ATTEST:

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Danielle E. Daskam,  
City Clerk

APPROVED AS TO FORM:



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Daniel B. Heid,  
City Attorney

**INTERAGENCY AGREEMENT BETWEEN CITY OF AUBURN AND  
KING COUNTY (WASTEWATER TREATMENT DIVISION)  
FOR FEASIBILITY ANALYSIS OF UTILITY RELOCATION ASSOCIATED WITH  
THE M STREET GRADE SEPARATION PROJECT**

THIS AGREEMENT is made and entered into by and between King County, a political subdivision of the State of Washington, hereinafter referred to as the "County," and City of Auburn, a municipal corporation of the State of Washington, hereinafter referred to as the "City." County and City may also be collectively referred to as the "Parties."

WHEREAS, the City has concluded that the re-grading of M Street SE at SR18 and the BNSF Railroad tracks for the M St Grade Separation Project, hereinafter referred to as the "Project," is necessary in order to provide an acceptable level of traffic flow and road safety; and

WHEREAS, the City is the lead agency and is responsible for the planning, review, design, permitting, right-of-way acquisition and construction of the Project; and

WHEREAS, the County has an 18-inch sanitary sewer line located in the public right-of-way in the vicinity of the Project; and

WHEREAS, a study to evaluate alternatives, herinafter referred to as "Feasibility Study," is necessary for the relocation of the sanitary sewer line; and

WHEREAS, there is a mutual benefit to the City and County in having the City perform the feasibility study; and

WHEREAS, the County is willing to compensate the City for its cost to perform the Feasibility Study as specified herein.

NOW THEREFORE, it is mutually agreed as follows:

**I. PURPOSE**

The purpose of this Agreement is to set forth the mutual rights, responsibilities and obligations of the County and the City for the accomplishment of the Feasibility Study described in Exhibit A, which is attached hereto and incorporated herein by this reference. No separate legal entity is created by this Agreement.

**II. DURATION**

This Agreement shall become effective immediately upon execution by all parties and shall remain in effect until the Feasibility Study is complete and the County has paid the City in full for the actual cost of the Feasibility Study, in accordance with the payment provisions of

Section V herein unless terminated sooner, as provided herein. The Parties anticipate the Feasibility Study will be completed by October 31, 2009.

### **III. THE CITY'S RESPONSIBILITIES**

A. The City shall act as the lead agency for the Project and shall accomplish the Feasibility Study described in Exhibits A, B and C, on behalf of the County in connection with the Project. The City project manager for the Project shall act as the administrator of this cooperative undertaking.

B. The City shall: (i) retain an engineering consultant to prepare a scope of work for the Feasibility Study; (ii) provide the scope of work for the feasibility study to the County for review and approval, including identification of activities, if any, that the County will perform; (iii) obtain all necessary rights of entry, permits and approvals for the Feasibility Study and (iv) accomplish the Feasibility Study through the engineering consultant and the Contractor(s) as appropriate.

C. The City shall bill the County for costs related to the Feasibility Study incurred by the City, not to exceed \$51,500.00 (the Maximum Agreement Ceiling) as set forth in Exhibit B and C, in accordance with the payment provisions of Section V of this Agreement.

D. Any obligations of the City beyond the current fiscal year are subject to local legislative appropriation of funds for the specific purpose of funding this Project in accordance with ordinances of the City and applicable law.

### **IV. THE COUNTY'S RESPONSIBILITIES**

A. Subject to the Maximum Agreement Ceiling, the County shall be responsible for the actual, specified costs related to the Feasibility Study, and shall reimburse the City for such costs in accordance with the terms of Section V of this Agreement.

B. The County shall make all reasonable efforts to cooperate with the City in facilitating the Feasibility Study as set forth in Exhibit A, and make necessary personnel available so as to not delay the engineering consultant's design schedule.

C. Any obligations of the County beyond the current fiscal year are subject to and contingent upon the appropriation of funds by the King County Council for the specific purpose of funding the Feasibility Study in accordance with the King County Charter and applicable law. Should such an appropriation not be approved, then this Agreement shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

### **V. PAYMENT**

A. Subject to the Maximum Agreement Ceiling, the County agrees to reimburse the City for the actual cost of the Feasibility Study without mark-up of any kind. City labor costs for the Feasibility Study will include the wages plus benefits costs of City staff's time spent to coordinate and manage the Feasibility Study efforts. The City's estimate of costs is shown

in Exhibit B, the Preliminary Cost Summary and Exhibit C, the Consultant Fee Determination, attached hereto and incorporated herein by this reference.

B. The City shall provide the County monthly with properly executed invoices showing expenditures during the previous month on the Feasibility Study. Invoices shall be based on and itemize the engineering consultant's payments and City employee's labor applicable to the Feasibility Study. Invoices shall be documented to the reasonable satisfaction of the County. Properly documented invoices shall be paid by the County within sixty (60) days of receipt by the County. Notice of any potential dispute regarding such payment request shall be made in writing within the same time period. Payment by the County shall not constitute agreement as to the appropriateness of any item or acceptance of the work so represented. At the time of completion of the work under this Agreement, all required adjustments related to any potential dispute for which notice has been timely given shall be made and reflected in a final payment.

C. Subject to the Maximum Agreement Ceiling, the County shall pay the City as follows:

1. The costs incurred, without mark-up, by the City's engineering consultant to prepare the scope of work and perform necessary consulting services for the Feasibility Study, as described in Exhibits A, B, and C;
2. Actual City review and coordination costs as described in Exhibit B

D. Invoices shall provide a summary of labor, overhead costs, fixed fee, reimburseable costs, other allowable charges and the total amount due and will include supporting documentation. If any invoice seeks reimbursement of City employee labor hours, then the invoice shall state the labor hours expended by individual City employees along with their applicable labor rates which include wages plus benefits.

## **VI. HOLD HARMLESS AND INDEMNIFICATION**

A. The City shall hold harmless, indemnify and defend the County, its officers, appointed and elected officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Feasibility Study and/or services performed under this Agreement, whether arising before, during or after completion of the Project or services and whether suffered by the City, its officials, employees and/or agents or any other person or entity. PROVIDED, HOWEVER, that the City's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, elected and appointed officials, employees or agents; the City expressly and specifically agrees that its obligations under this paragraph extend to any claim, action, suit, liability, loss, expense, damage and/or judgment brought by or on behalf of any of its appointed or elected officials, employees or agents. For this purpose, the City, hereby expressly and specifically waives, with respect to the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

B. The City will require its engineering consultants, contractors, subcontractors and suppliers of any tier to defend, indemnify and hold harmless King County, its officers, officials, and employees from any and all claims, injuries, damages, losses or suits including attorney's fees and costs, arising out of or in connection with the design and development of the Feasibility Study except for injuries and damages caused by the sole negligence of King County.

## **VII. TERMINATION**

A. The City has the right to terminate this Agreement by providing written notice to the County if the City determines not to undertake the Project or to discontinue the Project, in which case the County shall only be responsible for costs authorized under Section V (C) herein incurred by the City prior to the City's notice of termination.

## **VIII. EXTRA WORK**

Any change in the Feasibility Study, which would cause the Maximum Agreement Ceiling to exceed the amount shown in Exhibit B will require a binding Letter of Agreement, signed by both the City Mayor or his designee and the the County Wastewater Treatment Division Director or his/her designee, describing the changed scope of work and the estimated change in the Feasibility Study cost.

## **IX. INSURANCE**

For all work, the City represents that it and/or its consultants have, at a minimum, the following insurance:

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

For work within the BNSF right-of-way, the City represents that it and/or its consultants have, at a minimum, the following insurance (per BNSF permit requirements):

- A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
  - Bodily Injury and Property Damage



- Personal Injury and Advertising Injury
  - Fire legal liability
  - Products and completed operations
- B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- Bodily injury and property damage
  - Any and all vehicles owned, used or hired
- C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:
- The City's and/or its consultant's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
  - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- D. Railroad Protective Liability Insurance. This insurance shall name only BNSF as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial soil boring and/or testing. If further testing and/or boring is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
  - Endorsed to include the Limited Seepage and Pollution Endorsement.
  - Endorsed to include Evacuation Expense Coverage Endorsement.
  - No other endorsements restricting coverage may be added.
  - The original policy must be provided to BNSF prior to performing any work or services under the BNSF permit.

In lieu of providing a Railroad Protective Liability Policy, the City is participating in BNSF's Blanket Railroad Protective Liability Insurance Policy (as allowed by the BNSF permit).

## **X. KING COUNTY'S RELATION TO CONTRACTOR**

This section has been removed.

## **XI PROJECT RECORDS**

Upon request by the other Party, each Party will provide, within ten (10) calendar days of any request, or if the request is voluminous or is for documents in several locations then in a reasonable time, any Project-related documentation in its possession or in the possession of its agents, Contractors and Consultants (except documents that are not subject to the Washington State Public Records Act, Ch. 42.56 RCW), including but not limited to

environmental analyses, geo-technical reports, engineer's records and documents, and contract payment records relating to this Agreement. In addition for a period not less than six (6) years from the final payment to the City, the City shall keep all records and accounting pertaining to this Agreement available for inspection and audit by the State and copies of all records, accounts, documents or other data pertaining to this Agreement shall be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained by the City until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit may continue past the six-year retention period.

## **XII. DISPUTE RESOLUTION**

A. In the event the City and the County disagree over whether the Consultant has fulfilled its obligations under the Feasibility Study scope of work, the City reserves the right to make the final decision as to the acceptability of the work. If a dispute arises between the County and the City related to this Agreement, the parties agree that they will attempt to resolve the issue through mutual negotiation. In the event that the Parties are not able to reach an agreement through such negotiation the Parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either party, and shall be attempted prior to the institution of any lawsuit arising under this Agreement. Each party shall designate, in writing, not more than three candidates it proposes to act as a non-binding mediator within ten days following notification of a dispute. The candidates proposed shall be from Judicial Arbitration and Mediation Services (JAMS) or Judicial Dispute Resolution (JDR) or shall be a neutral, independent and recognized expert in the field in which the dispute arises. If the Parties cannot agree on one of the mediators from the combined list within five days, then the Parties shall promptly meet and select a mediator by blind draw. Upon selection of the mediator, the Parties shall within 30 days, or as soon thereafter as possible, meet and engage in a mediation of the dispute with the assistance of the mediator. The cost for the mediation services shall be borne equally between the Parties, each party paying one-half of the cost. The mediator shall determine reasonable procedures. Testimony and briefing, if any, provided to the mediator shall be inadmissible in any subsequent court proceedings. If mediation fails to resolve the dispute, the Parties may thereafter seek redress in court. Venue and jurisdiction shall lie with the King County Superior Court in Seattle, Washington.

B. This Agreement has been made pursuant to, and shall be construed according to, the laws of the State of Washington.

## **XIII. PROPERTY**

Any real or personal property acquired or used by any party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and other parties will have no joint or other interest therein. Upon termination of this Agreement, real and personal property acquired through this Agreement shall be retained or disposed of in the manner provided by law.

## **XIV. CHANGES AND MODIFICATIONS**

Either party may request changes, amendments, or additions to any portion of this Agreement; however, except as otherwise provided in this Agreement, no such change, amendment, or addition to any portion of this Agreement shall be valid or binding upon either party unless it is in writing and executed by both parties. All such changes shall be made part of this Agreement.

#### **XV. NOTICES**

Unless otherwise directed in writing, notices, reports and payments shall be delivered to each party as follows:

City of Auburn  
*Public Works Department*  
*Jacob Sweeting*  
*25 West Main Street*  
*Auburn, WA*  
*98001*

King County  
*King County Department of Natural Resources and Parks*  
*Wastewater Treatment Division*  
*Susan Hildreth, P.E.*  
*Mailstop KSC-NR-0509*  
*201 South Jackson Street*  
*Seattle, Washington 98104-3855*

Notices mailed by either party shall be deemed effective on the date mailed. Either party may change its address for receipt of reports, notices, or payments by giving the other written notice of not less than five (5) days prior to the effective date.

For accounting purposes, the respective Federal Tax Identification Numbers are:

City of Auburn: 91-6001228


King County: 91-6001327

#### **XVI. ENTIRE AGREEMENT**

These provisions represent the entire and integrated agreement of the parties and may not be modified or amended except as provided herein. Any understanding, whether oral or written, which is not incorporated herein is expressly excluded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the latest date shown below. The signatories below represent and warrant that they possess the authority to execute this Agreement and bind their respective entities.

## CITY OF AUBURN

By: Peter Lewis Date \_\_\_\_\_  
Mayor 

KING COUNTY  
Wastewater Treatment Division

By: Christie True Date \_\_\_\_\_  
Waste Water Treatment Division  
Director

## **KING COUNTY WASTEWATER TREATMENT DIVISION**

### **FEASIBILITY ANALYSIS OF UTILITY RELOCATION ASSOCIATED WITH THE M STREET GRADE SEPARATION PROJECT**

#### **EXHIBIT A – SCOPE OF WORK**

***Tasks 1 to 14 are included in the City's scope of work with the City's Consultant and are not part of the scope of work for the Feasibility Analysis***

#### ***15.1. Feasibility Study of Joint Storm Sewer and Sanitary Sewer Undercrossing of SR 18 and BNSF***

The CITY'S CONSULTANT will identify and evaluate three alternatives for a joint crossing under SR 18 and BNSF via the L Street alley alignment. The considered alternatives will most likely be an auger-bored 54" casing; twin auger-bored 36" casings; and 54" staged open cut. The objective of this study is to define these alternatives, prepare a comparative analysis, and recommend a preferred alternative that would be acceptable to BNSF, WSDOT, King County and the City; so the project can move forward into final design. The work will involve establishing criteria, developing layouts and sections to confirm footprint and right-of-way needs, geotechnical data collection and analysis, and a comparative analysis of technical, cost and risk issues to support the selection of recommended alternative. The primary deliverables for this work will be:

1. A technical memorandum documenting the comparison between the options for constructing the joint crossing, and a recommended alternative to advance forward into final design.
2. Exhibits prepared for the alternative identification and analysis, including, at a minimum, conceptual plan/profile drawings (10% level) for the preferred alternative.

##### ***15.1.1. Alternative Identification and Analysis***

Alternatives will be screened to minimize the cost of the feasibility study. Only viable alternatives will be given full consideration and continued analysis, as agreed to by the CITY and King County. The CITY'S CONSULTANT will perform up to the following analyses for each of up to three (3) alternatives. The sewer pipe diameter is assumed to be 18" as determined by King County, and no hydraulic analysis will be performed. If the slope or number of bends changes in the course of the

feasibility study, King County will be notified of the need to repeat their hydraulic analysis, and assumed pipe size will be revised if necessary.

- Layout alignment and profile of joint storm drain and sanitary sewer lines
- Determine trench widths, pit sizes and minimum cover
- Determine limits of construction – and temporary and permanent easement requirements
- Analysis of constructability and risk
- Consider requirements for long term access and maintenance
- Prepare exhibits to support the alternatives analysis, and preliminary drawings for the preferred alternative including, at a minimum, (plan/profile, sections/details) for the preferred alternative (10% level).

#### **15.1.2. Geotechnical**

The CITY'S CONSULTANT will use the geotechnical data recently gathered under the M Street SE Grade Separation project. Additionally, up to three additional test pits to depths of 14 feet will be excavated - one at each of the proposed bypass pipeline pit entrance/exit locations and one at the toe of the SR 18 embankment. The test pits will provide information regarding the size and distribution of cobbles and boulders, which are critical both for evaluating the risk of settlement of the existing tracks with the trenchless crossing options and to the construction contractor for defining the subsurface conditions.

The location of the test pits would be determined by measuring with a hand level and tape to known topographic features. Representative samples from the test pits would be sent to a subcontracting laboratory for gradation testing. Test pit logs, laboratory test results, and an updated exploration map would be appended to the feasibility study and added as an addendum to the Geotechnical Data Report.

It is assumed the test pits can be excavated in one day and that Railroad flaggers are needed for the test pits and this work can be performed under the current BNSF Temporary Occupancy permit obtained by the City. The existing geotechnical understanding of subsurface conditions at the site, supplemented by the new test pit information, would be used to

- Summarize minimum and desired criteria for pipe cover and separation.
- Identify construction methods, construction tolerances, and geotechnical risks associated with each alternative.
- Assist with developing a technical memo documenting soils conditions, analysis and risks for each alternative.

If permanent easements are required for the alley alternatives, a separate sewer crossing via L Street may be considered. One additional boring of up to 30 foot

depth will be drilled on L Street near the BNSF right of way to support the analysis of an alternative alignment for the King County sewer via L Street. Test holes will be restored to grading and filling similar to the existing conditions. Laboratory testing will be conducted on soil samples.

#### **15.1.3. Cost Estimate**

The CITY'S CONSULTANT will identify the major cost items and prepare a comparative analysis of costs for the three (3) alternatives to be used in selection of a preferred alternative. The analysis will be in spreadsheet format.

- Construction costs for the feasible alternatives
- R/W and/or easement costs
- Prepare comparative cost analysis

#### **Assumption**

- In providing opinions of cost, financial analysis, economic feasibility projections, and schedules of the project, the CITY and the CITY'S CONSULTANT will have no control over the price of labor and materials; unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that might materially affect the ultimate sanitary sewer relocation cost or schedule. The CITY and the CITY'S CONSULTANT, therefore, will not warranty that the actual project costs, financial aspects, economic feasibility, or schedules will not vary from the CITY and the CITY'S CONSULTANT'S opinions, analyses, projections, or estimates.

#### **15.1.4. Coordination and Reviews**

The CONSULTANT will prepare for and attend meetings and prepare meeting notes as noted below. Meetings are assumed at two (2) hours each for two (2) CONSULTANT staff.

- Attend 1 meeting with the City and King County staff to discuss evaluation criteria and screen alternatives for the feasibility study
- Attend 1 meeting with WSDOT Bridge and Structures to confirm constraints, criteria and receive comments on alternatives. Meeting to include King County staff.
- Attend 1 meeting with BNSF to review draft Type, Size & Location (TS&L) of recommended alternative. Meeting to include King County staff.
- Attend 2 meetings with the CITY and King County Wastewater Treatment Division staff to review alternatives analysis, and response to King County review comments.

#### **15.1.5. Project Management**

The CITY'S CONSULTANT will prepare a scope of work and budget for review and approval by the CITY and will provide oversight and manage the scope of work and budget for this task. The CITY will manage the CONSULTANT'S efforts and provide review and coordination assistance with King County. The duration of this scope of work is assumed to be 2 months.

- Administration and Scoping Costs
- Schedule and Budget Control

#### **Task 15.1 Deliverables**

- Scope of Work and Budget defining Task 15.1
- Technical Memorandum (TS&L) summarizing the option issues, risks and costs with a recommended alternative review.
- Exhibits prepared for the alternative identification and analysis, including, at a minimum, conceptual plan/profile drawings (10% level) for the preferred alternative.
- Response to King County review comments
- Addendum to Geotechnical Data Report
- Meeting minutes



**KING COUNTY WASTEWATER TREATMENT DIVISION**  
**FEASIBILITY ANALYSIS OF UTILITY RELOCATION ASSOCIATED WITH**  
**THE M STREET GRADE SEPARATION PROJECT**

**EXHIBIT B - BUDGET**

<b>Work Element</b>	<b>Amount (\$)</b>	<b>King County %</b>	<b>Auburn %</b>	<b>King County \$</b>
Consultant Costs	\$50,000.00	100	0	\$50,000.00
City Review and Coordination	\$1,500.00	100	0	\$1,500.00
	Total Estimated Feasibility Study Cost			\$51,500.00

**EXHIBIT C – CONSULTANT FEE DETERMINATION**  
**(not included in resolution packet)**